

## **Britton Price Training Ltd terms and conditions for training and in-company services**

### **Britton Price Training Limited training and Course terms and conditions**

#### **1. These terms and conditions**

1.1 **Why you should read them.** Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the "**Terms**") between you and Britton Price Training Limited ("**Britton Price Training Limited**", "**We**", "**Us**", or "**Our**"). The Terms explain what happens once you have signed a contract, placed an order, how to make payment, how you and We may change or end the contract, what to do if there is a problem and other important information. The Terms are only available in English.

1.2 You should retain a copy of these Terms for future reference.

1.3 **What these Terms cover.** These Terms cover the provision of training and training material that We organise and provide (the "**Course**").

1.4 **Who We are.** We are a part of Britton Price Holdings registered office address **Parkers Cornelius House, 178-180 Church Road, Hove, East Sussex, England, BN3 2DJ**

1.5 **How to contact Us.** You may contact Us by telephoning Our Customer Training Team on 01273 23012 Option 6, by writing to Us at Britton Price Training Limited, First Floor, The Lion Building, Crowhurst Road, Brighton, East Sussex, BN1 8AF, or by e-mailing Us at [training@brittonprice.co.uk](mailto:training@brittonprice.co.uk). The Training Team are available between 9am and 5pm, Monday to Friday (excluding public holidays in England).

1.6 **How We may contact you.** If We have to contact you We will do so by telephone or by writing to you at the email address or postal address you provided to Us at the time you made your booking.

1.7 **"Writing" includes emails.** When We use the words "writing" or "written" in these terms, this includes emails.

#### **2. Our contract with you**

2.1 **How We will accept your booking.**

2.2 Any description, advertisement, documentation issued by Us and any description contained on the Britton Price Training Limited website or any catalogues relating to the courses and material are issued and published for the sole purpose of giving you a general idea of the Course, its content and objectives. Subject to any obvious error, the description and price of the Course will be as quoted on the contract. All payments under these Terms shall be in UK pounds sterling.

2.3 Upon submitting a booking for a place or places on a Course, whether by email, in writing or by telephone, You will be given confirmation of Our acceptance of your booking (a "**Booking Confirmation**") whether verbally, in writing or both.

2.4 A Booking Confirmation or attendance at the Course (where the Booking Confirmation has not been received prior to the Course) brings into existence a legally binding contract based on these Terms between you and Us.

2.5 Where you are not a consumer, you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on a Course.

2.6 Where you are not a consumer, these Terms and any document expressly referred to in them constitute the entire agreement between you and Us and supersede and extinguish all previous agreements, promises,

assurances, warranties, representations and understandings between Us, whether written or oral, relating to its subject matter.

2.7 Where you are not a consumer you acknowledge and agree that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

2.8 Where you are not a consumer, you and We agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

### 3. Price and payment

3.1 **Payment.** You must purchase the Course(s) by paying the appropriate fees as set out in the contract. Payment can be made in the following ways:

- (b) by BACS following receipt of your monthly contract invoice which will be issued by Us.

3.2 An invoice for payment of the appropriate fees shall be sent to the address you provide (whether a physical address or an email address) monthly and it is your responsibility to ensure the address provided is correct.

**3.3 You are required to ensure that any invoice is paid within 30 days of the date on the invoice.**

3.4 Attendance at the Course before We receive payment will form a legally binding contract in accordance with clause 2.4.

3.5 **Non-Payment.** Where you do not pay the appropriate fees in accordance with this Clause 3 or Clause 6.1(b) ii) this will constitute a breach of this contract and, without prejudice to Clause 3.6, We may refuse you and your delegates entry to the Course.

**3.6 We may take legal action in order to recover any outstanding fees.**

3.7 Without prejudice to Clause 3.6, We may refuse or cancel future bookings where payments for an Course under these Terms remain outstanding.

**3.8 What happens if We got the price wrong.** It is always possible that, despite Our best efforts, some of the Courses may be incorrectly priced. Price will normally be set in pre contract meeting, where the Course's correct price is less than Our stated price at your order date, We will charge the lower amount.

**3.9 We will pass on changes in the rate of VAT.** Where VAT is payable, if the rate of VAT changes between your order date and the date We supply the product, We will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

### 4. Our rights to make changes

4.1 **Changes to the Course.** We reserve the right to change venues (within the same city) and substitute trainers and consultants at Our discretion.

### 5. About the Course(s)

5.1 The Course(s) shall take place on the date and at the venue set out in the pre course booking provided by You and unless otherwise changed in accordance with Clause 4.1. We shall use our reasonable skill and care to deliver the Course and comply with the information you have been provided about it.

5.2 Any materials or intellectual property provided -You acknowledge that Britton Price Training Ltd and its licensors own and will retain all right, title and interest in and to any and all worldwide intellectual property

and proprietary rights embodied in the Material, including, but not limited to, all copyrights, patent rights and trade secret rights. You further acknowledge that you will have no rights with respect to any of the foregoing other than the rights expressly set forth in this Agreement. The system contents provided are not to be distributed amongst others and the sharing of logins is strictly prohibited either inside or outside of your organisation.

## 6. Cancellation, Transfer or Postponement

### 6.1 You can cancel or transfer your course booking in the following circumstances:

- (a) You have the right to cancel within 14 days of signing your training contract (the "**Cancellation Period**"). Following this all courses booked within the contract period are subject to the following terms:
- (b) You have the right to transfer to another Course within your group contract providing you give us at least 14 days' notice. However, we cannot guarantee availability on your replacement Course. Where We agree to the transfer:
  - i) your original acceptance of these terms and conditions will also transfer
  - ii) and the appropriate fees will be covered within the larger group contract.

6.2 **You may only cancel your Course bookings** in writing using the details provided in clause 1.6. When contacting Us, please provide your name, address, details of the course, phone number and email address.

### 6.3 Your rights if We cancel an Course.

- (a) Wherever possible, We will contact you in advance to tell you We will be cancelling an Course, unless an emergency requires Us to cancel the Course on the day.
- (b) We reserve the right to cancel or postpone Courses if there are insufficient delegate numbers to ensure a high quality training experience or if a trainer is ill.

## 7. If there is a problem or you have a complaint

7.1 **How to tell Us about problems.** If you have any questions or complaints about the booking process or a Course, please contact Us using the details in clause 1.6.

## 8. Summary of your legal rights

8.1 Courses provided are tailored to your group, Details of these and the way in which we will carry out the course will have been agreed in advance of your contract and documented in any meeting notes. Therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.

8.2 Nothing in these Terms limits or excludes Our liability for:

- (a) death or personal injury caused by Our negligence
- (b) fraud or fraudulent misrepresentation.

8.3 Our liability to you shall be limited to the price you have paid for the Course and, subject to Clause 8.2 and 8.4, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, for:

- (a) any loss of profits, sales, business, or revenue
- (b) loss or corruption of data, information or software

- (c) loss of business opportunity
- (d) loss of anticipated savings
- (e) loss of goodwill
- (f) any indirect or consequential loss.

8.4 If We are providing Courses at your business premises, We will make good any damage to your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover while providing the Course.

## 9. How We may use your personal information

9.1 We will use the personal information you provide Us:

- (a) to deliver the Course to you
- (b) to process your payment for the Courses
- (c) to give you information about any of the services we offer, but you may stop receiving this at any time by contacting Us using the details provided in Clause 1.5.

9.2 Your personal information will be processed in line with General Data Protection Legislation and in accordance with Our Privacy Policy which is hereby incorporated into this Agreement. Our Privacy Policy can be provided on request.

"Data Protection Legislation" means the Data Protection Act 1998, and from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time;

9.3 Britton Price Training Limited attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. Britton Price Training Limited agrees to share the outcome of that evaluation with you. In addition, Britton Price Training Limited or its research contractor may approach you to carry out a further evaluation of the impact of the training at a later date.

**9.4 We will only share your personal information with third parties where the law requires Us to do so.**

## 10. Other important terms

10.1 **Queries.** If you have any queries about the Course please contact the Us using the details provided in Clause 1.6.

10.2 Any notice or other communication given by you to Us, or by Us to you, under or in connection with this Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

10.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at Our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

10.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that the e-mail was sent to the specified e-mail address of the addressee.

10.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.6 **We may transfer this agreement to someone else.** We may transfer Our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and We will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.

10.7 **Nobody else has any rights under this contract.** This contract is between you and Us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.

10.8 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.9 **Even if We delay in enforcing this contract, We can still enforce it later.** If We do not insist immediately that you do anything you are required to do under these terms, or if We delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you at a later date. For example, if you miss a payment and We do not chase you but We continue to allow you to attend the Course, We can still require you to make the payment at a later date.

10.10 **Which laws apply to this contract and where you may bring legal proceedings.**

(a) These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation of the contract between Us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

(b) We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

## **Britton Price Training Limited in-company services terms and conditions**

### **I. Definitions**

1.1 In this Contract, unless otherwise set out in the Letter of Understanding, the following definitions shall apply:

- **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
- **"Charges"** means the charges as set out in paragraph 6 and paragraph 7 (where relevant) of the Letter of Understanding and payable by the Customer in accordance with Clause 6
- **"Commencement Date"** means the date at the beginning of the Letter of Understanding
- **"Contract"** means the contract between the Customer and the Supplier for the supply of Services in accordance with the Letter of Understanding and incorporating the Terms
- **"Customer"** means the organisation identified as the customer at the beginning of the Letter of Understanding
- **"Data Protection Legislation"** means the Data Protection Act 1998, and from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time

- **"Expenses"** shall have the meaning set out in Clause 6.2
- **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
- **"Lead Contact"** is the person identified in paragraph 5 of the Letter of Understanding
- **"Supplier"** is Britton Price Training Limited, Part of Britton Price Holdings Limited, Registered Office, Parkers Cornelius House, 178-180 Church Road, Hove, East Sussex BN3 2DJ
- **"Supplier Materials"** has the meaning set out in Clause 5.1
- **"Terms"** means these terms and conditions
- **"Training Session(s)"** means a training session or training sessions provided by the Supplier to the Customer as set out in paragraph 1 of the Letter of Understanding.

## 2. Interpretation

2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.2 Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.3 A reference to **writing** or **written** includes email.

## 3. Basis of contract

3.1 The Contract shall be deemed to be formed when both Parties have signed the Britton Price Training Limited Agreement and where the Britton Price Training Limited Agreement has not been signed, the delivery of Services have commenced.

3.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services to be delivered. They shall not form part of the Contract or have any contractual force.

3.3 This Contract is formed to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.4 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

## 4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer in accordance with the Britton Price Training Limited Agreement in all material respects and the Terms.

4.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and the Supplier shall notify the Customer in any such Course.

4.3 The Supplier may, in its absolute discretion and without notice, change the advisor/trainer identified in the Britton Price Training Limited Agreement.

If the Customer has any reason to be dissatisfied with the advisor/trainer either identified in the Britton Price Training Limited Agreement or provided pursuant to Clause 4.3, the Customer can submit a complaint by emailing [training@brittonprice.co.uk](mailto:training@brittonprice.co.uk) or contact our Training Team at 01273 231012 Option 6

For the avoidance of doubt, the Customer shall not be entitled to insist upon a change of advisor/trainer. In the Course that the matter is not resolved to the satisfaction of the Customer, the Customer shall have the right to terminate the Contract in accordance with Clause 9.3.

4.4 The Supplier shall use its reasonable endeavours to ensure that any information provided by it in the provision of the Services is accurate and current but the Supplier accepts no liability for the accuracy of such information or for any consequences of the Customer relying on its accuracy, except in the Course of fraudulent misrepresentation.

4.5 The Services provided by the Supplier under this Contract is specific to the Customer. The Supplier accepts no responsibility for any consequences arising from reliance upon advice provided by the Supplier by any person other than the Customer or for any purpose other than the Services.

4.6 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## 5. Customer's obligations

5.1 The Customer shall:

- (a) ensure that the information contained in the Britton Price Training Limited Contract is complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects
- (e) as far as it is reasonably practicable, prepare the venue where the Services will take place and ensure that it complies with all applicable legislation
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation

(a "**Customer Default**"):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevent or delays the Supplier's performance of any of its obligations

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 5.2
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 6. Charges and Payment

6.1 Where agreed by the Parties, the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the reasonable cost of any materials and preparation work and/or meetings where those materials, that work or those meetings is incurred solely for the provision of the Services to the Customer.

6.2 The Supplier shall invoice the Customer on completion of the Services.

**6.3 The Customer shall ensure that each invoice submitted by the Supplier is paid in full within 30 days of the date of the invoice using the payment methods outlined in clause 6.7.**

6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.5 If the Customer fails to pay any undisputed Charges properly invoiced under this agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

6.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6.7 Payment of the Charges can be made in the following ways:

- By BACS using the details provided on the Britton Price Training monthly contract invoice.

**6.8 Without prejudice to any other rights or remedies under this Contract, the Supplier may seek recovery of an unpaid invoice by commencing legal proceedings.**

## 7. Intellectual property rights

7.1 All Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of, or arising out of or in connection with the Services shall be owned by the Supplier.

7.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights used in the Services (where identified as belonging to a third party), the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

## 8. Limitation of liability

8.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
- (b) fraud or fraudulent misrepresentation
- (c) any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits
- (b) loss of sales or business
- (c) loss of agreements or contracts
- (d) loss of anticipated savings
- (e) loss of use or corruption of software, data or information
- (f) loss of damage to goodwill
- (g) any indirect or consequential loss.

8.3 Subject to Clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total Charges payable under the Contract.

## 9. Postponement and Cancellation

9.1 The Supplier and the Customer shall have the right to postpone or cancel the Services in accordance with this Clause 9.

9.2 **The Customer** may postpone our Services by serving written notice no later than 14 days before the agreed start date of the Services to be postponed.

9.3 Subject to Clause 9.4, the Customer may cancel the Services by serving notice in writing. Where:

- (a) notice is served 14 days or more before the agreed start date, no Charges shall be payable for the cancelled Services but the Supplier may, in its absolute discretion, charge for any Expenses
- (b) notice is served less than 14 days before the agreed start date the Charges and any Expenses shall be payable for the cancelled Services
- (c) notice is served within 14 days of the Supplier postponing the Services pursuant to Clause 9.7 no Charges or any Expenses shall be payable in respect of the cancelled Services.

9.4 Where cancellation relates to an individual Training Session or Service within a series of Training Sessions or Services then the payment obligations set out at 9.3 above shall apply only to the individual Training Session(s) or Service(s) that have been cancelled.

9.5 **The Supplier** may cancel or postpone the Services at any time before the start of the Services by serving notice in writing on the Customer.

9.6 Subject to Clause 9.8, where the Supplier cancels the Services no Charges or Expenses shall be payable.

9.7 Subject to Clause 9.8, where the Supplier postpones the Services the Customer shall have the right to cancel the Services, subject to the notice period and payments set out at Clause 9.3(c).

9.8 Where cancellation relates to an individual Training Session or Service within a series of Training Sessions or Services then only the Charges and Expenses incurred for that particular Training Session or Service shall cease to be payable. All Charges and Expenses related to the remaining Training Sessions or Services shall remain payable subject to this Clause 9.

9.9 For the avoidance of doubt, the Supplier shall not be liable to pay any costs incurred by the Customer where the Supplier cancels or postpones the Services.

## **10. Termination**

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party written notice. The contract will then be terminated in line with the Britton Price Training Limited Agreement termination date.

10.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without limiting its other rights or remedies, the Supplier may terminate this contract where any invoice remains unpaid for more than 30 days from the date on the invoice.

10.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the Courses listed in clause 10.2(b) to clause 10.2(d) or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## **11. Consequences of termination**

11.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt
- (b) the Customer shall return or cease use of all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them or block the use of any system licence. Until they have been returned, the

Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract

- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

## **12. General**

**12.1 Force majeure** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from Courses, circumstances or causes beyond its reasonable control.

### **12.2 Assignment and other dealings**

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### **12.3 Confidentiality**

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).

(b) Each party may disclose the other party's confidential information:

- (i) to its employees or officers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees or officers to whom it discloses the other party's confidential information comply with this clause 12.3
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority
- (iii) With the written permission of the other party

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract

### **12.4 Personal information**

We will use the personal information you provide Us to:

- (a) deliver the Services to you
- (b) process your payment for the Services

**12.5** Your personal information will be processed in line with Data Protection Legislation and in accordance with Our Privacy Policy which is hereby incorporated into this Agreement. Our Privacy Policy can be provided on request.

12.6 Britton Price Training Limited attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. Britton Price Training Limited agrees to share the outcome of that evaluation with you. In addition, Britton Price Training Limited or its research contractor may approach you to carry out a further evaluation of the impact of the training at a later date.

**12.7 We will only share your personal information with third parties where the law requires Us to do so.**

#### **12.8 Entire agreement**

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

#### **12.9 Amendment or variation**

No amendment or variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.10 Where an amendment or a variation to the terms of the Contract results in a change to the Charges, the Supplier shall inform the Customer as soon as reasonably practicable and, if agreed, these shall become the new Charges.

#### **12.11 Waiver**

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy
- (b) prevent or restrict the further exercise of that or any other right or remedy.

#### **12.12 Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

#### **12.13 Notices**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.9(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on

the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### **12.14 Third parties**

No one other than a party to the Contract shall have any right to enforce any of its terms.

#### **12.15 Governing law**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

#### **12.16 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.